

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

SAINT-GOBAIN PERFORMANCE
PLASTICS CORPORATION,

Plaintiff,

v.

NEWAGE INDUSTRIES, INC.,

Defendant.

CIVIL ACTION NO. 07-CV-40302-FDS

STIPULATED CONSENT JUDGMENT

THIS STIPULATION AND CONSENT JUDGMENT (“Consent Judgment”) is entered into by and between Plaintiff and Counterclaim Defendant Saint-Gobain Performance Plastics Corporation (“Saint-Gobain”) and Defendant and Counterclaim Plaintiff NewAge Industries, Inc. (“NewAge”), subject to approval by the Court.

WHEREAS, Saint-Gobain brought this suit against NewAge for infringement of Saint-Gobain’s United States Patent Nos. 6,290,265 (“the ‘265 patent”) and 7,093,859 (“the ‘859 patent”), based on NewAge’s manufacture, use, offer for sale, sale and/or importation of certain molded multi-lumen manifolds;

WHEREAS, NewAge brought counterclaims in this suit against Saint-Gobain alleging that Saint-Gobain tortiously interfered with NewAge’s business and economic relations and prospective advantage, and unfairly competed with NewAge;

WHEREAS, Saint-Gobain and NewAge have agreed in a separate agreement to settle the matter in issue between them (“Settlement Agreement”);

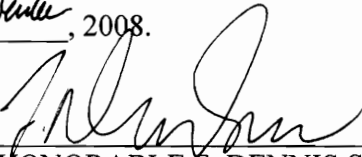
WHEREAS, the Court has reviewed this Consent Judgment and finds it equitable under the circumstances; and

WHEREAS, Saint-Gobain and NewAge, through their respective counsel, hereby agree to entry of this Consent Judgment;

NOW, THEREFORE, IT IS HEREBY STIPULATED, ORDERED AND ADJUDGED:

1. This action arises under the patent laws of the United States, 35 U.S.C. § 1, *et seq.*
2. This Court has jurisdiction over this action and over Saint-Gobain and NewAge. Venue is proper in this Court.
3. Saint-Gobain is the owner of all right, title and interest in and to the '265 patent and the '859 patent.
4. Saint-Gobain and NewAge will each bear its own costs and attorney fees.
5. This Consent Judgment and the Settlement Agreement constitute a final disposition of all disputes between Saint-Gobain and NewAge concerning this action.
6. Breach of this Consent Judgment is enforceable under the applicable contempt power of this Court.
7. This Court shall retain jurisdiction over the subject matter and Saint-Gobain and NewAge to construe, enforce and implement this Consent Judgment, and to resolve disputes, if any, arising between Saint-Gobain and NewAge insofar as it relates to the Settlement Agreement, upon application of either Saint-Gobain or NewAge.
8. Saint-Gobain and NewAge each waives its right to appeal or otherwise contest this Consent Judgment.

IT IS SO ORDERED THIS 5th day of November, 2008.



HONORABLE F. DENNIS SAYLOR IV
UNITED STATES DISTRICT COURT

CONSENTED TO as of this 4th day of November, 2008:

<p>SAINT-GOBAIN PERFORMANCE PLASTICS CORPORATION By its attorneys,</p> <p><u>/s/ Michael A. Albert</u> Michael A. Albert, BBO #558566 malbert@wolfgreenfield.com James J. Foster, BBO #553285 jfoster@wolfgreenfield.com WOLF, GREENFIELD & SACKS, P.C. 600 Atlantic Avenue Boston, MA 02210 617.646.8000 phone 617.646.8646 facsimile</p>	<p>NEWAGE INDUSTRIES, INC. By its attorneys,</p> <p><u>/s/ Randolph J. Huis</u> Randolph J. Huis VOLPE AND KOENIG P.C United Plaza, Suite 1600 30 South 17th Street Philadelphia, PA 19103 215-568-6400 phone 215-568-6499 facsimile</p>
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